

Fill in this information to identify the case:

Debtor 1 Rodrigo Silveira

Debtor 2 Kristen Elizabeth Silveira
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Ohio

Case number 2:19-bk-50148

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, as Trustee
of the LB-Cabana Series IV Trust

Court claim no. (if known): 3-2

Last 4 digits of any number you use to
identify the debtor's account: 3 4 6 2

Date of payment change:
Must be at least 21 days after date
of this notice 12/01/2022

New total payment: \$ 2,362.72
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment**1. Will there be a change in the debtor's escrow account payment?**

- ☒ No
- ☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

- ☐ No
- ☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 2.875% New interest rate: 6.375%

Current principal and interest payment: \$ 1,184.52 New principal and interest payment: \$ 1,413.98

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No
- ☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Debtor 1 Rodrigo Silveira
First Name Middle Name Last Name

Case number (if known) 2:19-bk-50148

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
- ☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Molly Slutsky Simons
Signature

Date 10/10/2022

Print: Molly Slutsky Simons
First Name Middle Name Last Name

Title Attorney for Creditor

Company Sottile & Barile, Attorneys at Law

Address 394 Wards Corner Road, Suite 180
Number Street
Loveland OH 45140
City State ZIP Code

Contact phone 513-444-4100

Email bankruptcy@sottileandbarile.com



Rushmore Loan Management Services
PO Box 514707
Los Angeles, CA 90051
www.rushmorelm.com
(888) 504-6700

----- manifest line -----

MICHAEL A COX
2500 HIGH STREET
STE. #100
COLUMBUS, OH 43202



Date: 09/20/2022

Case: 19-50148

Loan Number: [REDACTED]

Dear Sir/ Madame,

Enclosed is correspondence relating to a loan we service for your client.

Sincerely,

Rushmore Loan Management Services LLC



Rushmore Loan Management Services
PO Box 514707
Los Angeles, CA 90051
www.rushmorelm.com
(888) 504-6700

Statement Date:

09/20/2022

RODRIGO SILVEIRA
4387 WOODED NOOK DRI
NEW ALBANY, OH 43054-0543

RE:

4387 WOODED NOOK DRIVE
NEW ALBANY, OH 43054-7012

Changes to Your Mortgage Interest Rate and/or Payment Change Effective November 1, 2022

Under the terms of your Adjustable-Rate Mortgage (ARM), any applicable addendums and/or modifications (collectively, Loan Agreement), your Interest Rate (IR) and/or Payment has been in effect for 12 month(s). Your interest rate and mortgage payment will change effective November 1, 2022. Your next scheduled interest rate adjustment will occur in 12 month(s). Your next scheduled payment change will occur in 12 month(s). A change in your interest rate may also result in a change in your mortgage payment.

| | Current Rate and Payment | New Rate and Payment |
|------------------------|--------------------------|-------------------------|
| Interest Rate | 2.87500% | 6.37500% |
| Principal and Interest | \$1,184.52 | \$1,413.98 |
| Escrow (I) | \$948.74 | \$948.74 |
| Total Payment | \$2,133.26 | \$2,362.72 |
| | | Due on December 1, 2022 |

Interest Rate:

Your new interest rate is calculated by adding the "margin", a predetermined percentage amount, to the published "index" rate and applying applicable rounding, interest rate carryover and/or interest rate caps as prescribed in your Loan Agreement. Your new interest rate is based on the "index" rate of 3.62000% which was published on September 12, 2022 and a margin of 2.75000%. The index used to calculate your interest rate is the Weekly Avg Yield On 1 Yr Us Treasury Securities which is published weekly in the Federal Reserve Board H.15 Statistical Release.

Interest Rate Limit(s):

Your interest rate can never be higher than 9.25000% during the course of your loan based on your Loan Agreement.

Your Loan Agreement states your interest rate will never be less than 2.75000% on a scheduled ARM adjustment. If your interest rate has been modified below this rate as part of a Modification Agreement, please be advised that this minimum interest rate floor may be reinstated at the end of the Modification period unless otherwise stated in the Modification Agreement.

Your interest rate is not allowed to increase by more than 5.00000% or decrease by more than 1.50000% with this adjustment.

New Interest Rate and Monthly Payment:

The table above shows your total Principal and Interest (P&I) Payment, which is \$1,413.98, and has been calculated using the new interest rate based on the index listed above, your margin, an amortizing term of 132 months and a projected unpaid principal balance of \$133,908.92.

Payment Change Limit(s):

Your loan does not limit the amount the P&I Payment can increase.

Bankruptcy Disclosure:

Our records indicate your loan is in an active Chapter 13 Bankruptcy status. We are sending this information to you for informational and compliance purposes only. The information contained within this notification impacts your Post-Petition Payment and not your Pre-Petition Payment. This information being provided in this notification will be submitted to the Bankruptcy Court.

If you have any questions regarding this notification, please contact Rushmore Bankruptcy Department at (888) 504-6700.

If You Anticipate Problems Making Your Payments:

- Contact Rushmore (888) 504-6700 Mon. - Fri. 8:00 am to 6:00 pm CT
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
 - o **Refinance your loan** with another lender;
 - o **Sell your home** and use the proceeds to pay off your current loan;
 - o **Modify your loan terms** with us;
 - o **Payment forbearance** temporarily gives you more time to pay your monthly payment.
 - o If you would like contact information for a State Housing finance agency, visit the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov>.

1. The sum of all escrow elements for your loan, which may include but are not limited to items such as city property taxes, county property taxes, other property taxes, homeowners insurance, flood insurance, windstorm insurance, earthquake insurance, mortgage insurance and an Overage/Shortage Spread. The escrow portion of your payment is subject to change whenever an escrow analysis is performed on your account.

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, CA 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll-free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

The following notice is in reference to the Homeowner Assistance Fund:

The Homeowner Assistance Fund is a federal program to help homeowners impacted by COVID-19 resolve mortgage payments and other housing expenses. To learn more about the availability of Homeowner Assistance Funds in your state, please visit Rushmore's State Homeowner Assistance Resources page at <https://www.rushmorelm.com/state-assistance/>.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
COLUMBUS DIVISION**

In Re:

Case No. 2:19-bk-50148

Rodrigo Silveira
Kristen Elizabeth Silveira
fka Kristen Elizabeth Merck
dba Marspot LLC
dba Solve Solutions
dba 3DAgent LLC

Chapter 13

Debtors.

Judge C. Kathryn Preston

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Notice of Mortgage Payment Change was served **electronically** on October 10, 2022 through the Court's ECF System on all ECF participants registered in this case at the e-mail address registered with the Court

And by **first class mail** on October 10, 2022 addressed to:

Rodrigo Silveira, Debtor
Kristen Elizabeth Silveira, Debtor
4387 Wooded Nook Dr.
New Albany, OH 43054

Respectfully Submitted,

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)
Sottile & Barile, Attorneys at Law
394 Wards Corner Road, Suite 180
Loveland, OH 45140
Phone: 513.444.4100
Email: bankruptcy@sottileandbarile.com
Attorney for Creditor